

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>D0</b>	PAGE <b>1</b>	OF <b>1</b>	PAGES <b>49</b>	
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00174-06-R-0010</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>18 Jan 2006</b>			
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: LEVONSON (BUDDY) WHITE LEVONSON.WHITE@NAVY.MIL INDIAN HEAD MD 20640-5035		CODE <b>N00174</b>		8. ADDRESS OFFER TO (If other than Item 7)		CODE			
		TEL: 301/744-6687 FAX:		<b>See Item 7</b>		TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <b>03:00 PM</b> local time <b>21 Feb 2006</b> (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>									
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>				
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 11	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		12 - 13	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING		14	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>				
X	E	INSPECTION AND ACCEPTANCE		15	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE		16					
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X	H	SPECIAL CONTRACT REQUIREMENTS		20 - 21	X	M	EVALUATION FACTORS FOR AWARD		
<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)									
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		274	Each		
	CKU 7A/A MOD BOOSTER TUBE				
	Provide CKU 7A/A Mod Booster Tube in accordance with Drawing 512-174-0091.				

ITEM NO	SUPPLIES/SERVICES
0002	
OPTION I	CKU 7A/A MOD BOOSTER TUBE
	Provide CKU 7A/A Mod Booster Tube in accordance with Drawing 512-174-0091.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0002	0002	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO	SUPPLIES/SERVICES
0003	
OPTION II	CKU 7A/A MOD BOOSTER TUBE
	Provide CKU 7A/A Mod Booster Tube in accordance with Drawing 512-174-0091.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0003	0003	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

## ITEM NO      SUPPLIES/SERVICES

0004

## OPTION III      CKU 7A/A MOD BOOSTER TUBE

Provide CKU 7A/A Mod Booster Tube in accordance with Drawing 512-174-0091.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0004	0004	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

## ITEM NO      SUPPLIES/SERVICES

0005

## OPTION IV      CKU 7A/A MOD BOOSTER TUBE

Provide CKU 7A/A Mod Booster Tube in accordance with Drawing 512-174-0091.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0005	0005	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		310	Each		
BASE	CKU 7A/A MOD MOUNT				
	Provide CKU 7A/A Mod Mount in accordance with Drawing 512-174-0092.				

ITEM NO	SUPPLIES/SERVICES
0007	
OPTION I	CKU 7A/A MOD MOUNT
	Provide CKU 7A/A Mod Mount in accordance with Drawing 512-174-0092.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0007	0007	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO	SUPPLIES/SERVICES
0008	
OPTION II	CKU 7A/A MOD MOUNT
	Provide CKU 7A/A Mod Mount in accordance with Drawing 512-174-0092.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0008	0008	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0009  
 OPTION III CKU 7A/A MOD MOUNT  
 Provide CKU 7A/A Mod Mount in accordance with Drawing 512-174-0092.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0009	0009	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0010  
 OPTION IV CKU 7A/A MOD MOUNT  
 Provide CKU 7A/A Mod Mount in accordance with Drawing 512-174-0092.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0010	0010	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		533	Each		
BASE	CKU 7A/A MOD SLEEVE				
	Provide CKU 7A/A Mod Sleeve in accordance with Drawing 512-174-0105.				

ITEM NO SUPPLIES/SERVICES  
 0012  
 OPTION I CKU 7A/A MOD SLEEVE  
 Provide CKU 7A/A Mod Sleeve in accordance with Drawing 512-174-0105.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0012	0012	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0013  
 OPTION II CKU 7A/A MOD SLEEVE  
 Provide CKU 7A/A Mod Sleeve in accordance with Drawing 512-174-0105.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0013	0013	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0014  
 OPTION III CKU 7A/A MOD SLEEVE  
 Provide CKU 7A/A Mod Sleeve in accordance with Drawing 512-174-0105.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0014	0014	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0015  
 OPTION IV CKU 7A/A MOD SLEEVE  
 Provide CKU 7A/A Mod Sleeve in accordance with Drawing 512-174-0105.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0015	0015	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		303	Each		
BASE	CKU 7A/A MOD LAUNCHER TUBE				
	Provide CKU 7A/A Mod Launcher in accordance with Drawing 512-714-0112.				

ITEM NO SUPPLIES/SERVICES  
 0017  
 OPTION I CKU 7A/A MOD LAUNCHER TUBE  
 Provide CKU 7A/A Mod Launcher in accordance with Drawing 512-714-0112.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0017	0017	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0018  
 OPTION II CKU 7A/A MOD LAUNCHER TUBE  
 Provide CKU 7A/A Mod Launcher in accordance with Drawing 512-714-0112.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0018	0018	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0019  
 OPTION III CKU 7A/A MOD LAUNCHER TUBE  
 Provide CKU 7A/A Mod Launcher in accordance with Drawing 512-714-0112.



## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0019	0019	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES

0020

OPTION IV

CKU 7A/A MOD LAUNCHER TUBE

Provide CKU 7A/A Mod Launcher in accordance with Drawing 512-714-0112.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0020	0020	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

0021

526

Each

BASE

CKU 7A/A MOD RETAINER

Provide CKU 7A/A Mod Retainer in accordance with drawing 512-174-0102.

ITEM NO SUPPLIES/SERVICES  
 0022  
 OPTION I CKU 7A/A MOD RETAINER  
 Provide CKU 7A/A Mod Retainer in accordance with drawing 512-174-0102.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0022	0022	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0023  
 OPTION II CKU 7A/A MOD RETAINER  
 Provide CKU 7A/A Mod Retainer in accordance with drawing 512-174-0102.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0023	0023	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO SUPPLIES/SERVICES  
 0024  
 OPTION III CKU 7A/A MOD RETAINER  
 Provide CKU 7A/A Mod Retainer in accordance with drawing 512-174-0102.

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0024	0024	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

ITEM NO	SUPPLIES/SERVICES
0025	
OPTION IV	CKU 7A/A MOD RETAINER
	Provide CKU 7A/A Mod Retainer in accordance with drawing 512-174-0102.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0025	0025	1.00	150.00	
		151.00	200.00	
		201.00	250.00	
		251.00	300.00	

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**Statement of Work**

**The contractor will be required to modify existing hardware, that will be supplied in the form of Government Furnished Material, as follows:**

<b><u>From</u></b>	<b><u>To</u></b>
<b>Booster Tube, Dwg. 10551422</b>	<b>Booster Tube, Dwg. 512-174-0091</b>
<b>Mount, Dwg. 10551413</b>	<b>Mount, Dwg. 512-174-0092</b>
<b>Sleeve, Dwg. 10551420</b>	<b>Sleeve, Dwg. 512-174-0105</b>
<b>Launcher Tube, Dwg. 10551423</b>	<b>Launcher Tube, Dwg. 512-714-0112</b>
<b>Retainer, Dwg. 10551418</b>	<b>Retainer, Dwg. 512-174-0102</b>

**Tooling is available for the modification of the Retainer.**

**HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0051 - SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

## (a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

## (b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## HQ D-2-0006 – MARKING AND PACKING LIST(S) (NAVSEA)(NOV 1996)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provide by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000**

- (a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

- (b) Additional markings are stated below:

Contract No:

Bldg: 116

Code: T12

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

**HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

**IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000**

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within **45** days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

**IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to ALL CLINS.

(End of clause)

**IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer  
Indian Head Division  
Naval Sea Systems Command  
101 Strauss Avenue  
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.



## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7000	Postaward Conference	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**HQ G-2-0002 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**

## (a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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**IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:	JOYCE WEAVER
Phone Number:	(301)744- 6575
E-Mail:	JOYCE.WEAVER@NAVY.MIL
Payments/Invoicing:	GENEVA WESLEY
Phone Number:	(301)744- 4840
E-Mail:	GENEVA.WESLEY@NAVY.MIL
Technical Representative:	ZELDA BROWN
Phone Number:	(301)744- 1863
E-mail:	ZELDA.BROWN@NAVY.MIL

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer RUTH D. ADAMS at (301) 744-6655 .

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day  
 Birthday of Martin Luther King, Jr.  
 Washington's Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<b><u>AREA</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

**IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000**

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code **T230G**.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**HQ E-2-0006 - GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)**

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and

(f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

**IHD 126 - GOVERNMENT-FURNISHED PROPERTY (FEB 2000) (NAVSEA/IHD)**

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

**14 days After Date of Contract**

(b) The property will be delivered at the Governments expense at or near **(The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team track at which rail shipments will be received, as well as the name of the railroad(s)):**

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000
52.232-17	Interest	JUN 1996

52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2005
252.225-7025	Restriction on Acquisition of Forgings	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 DAYS AFTER CONTRACT AWARD OR 365 DAYS AFTER EXERCISE OF OPTION. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).



(End of clause4)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.ARNET.GOV/FAR/](http://www.ARNET.GOV/FAR/)

(End of clause)

#### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting

Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address **NSWC INDIAN HEAD, 101 STRUASS AVE., ATTN: GENEVA WESLEY, INDIAN HEAD, MD 20640 301-744-4840:**

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Section J – Attachments

- ? Booster Tube Dwg 10551422
- ? Mount Dwg 10551413
- ? Sleeve Dwg 10551420
- ? Launcher Tube Dwg 10551423
- ? Retainer Dwg 10551418
- ? Booster Tube Dwg 512-174-0091
- ? Mount Dwg 512-174-0092
- ? Sleeve Dwg 512-174-0105
- ? Launcher Tube Dwg 512-714-0112
- ? Retainer Dwg 512-174-0102

**Section K - Representations, Certifications and Other Statements of Offerors****CLAUSES INCORPORATED BY FULL TEXT****52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:\_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995 .

(2) The small business size standard is 500 .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.



(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### **5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)**

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such

use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

<b><u>Class I ODS Identified</u></b>	<b><u>Specification/Standard</u></b>
--------------------------------------	--------------------------------------

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.232-13	Notice Of Progress Payments	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

## CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NSWC INDIAN HEAD, 101 STRUASS AVE, ATTN: RUTH D. ADAMS CODE C12, IDIAN HEAD, MD 20640.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[WWW.ARNED.GOV](http://WWW.ARNED.GOV)

(End of provision)

**HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA)**  
**(JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing



contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

**HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA)**  
**(MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

**IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**

**I. GENERAL INSTRUCTIONS**

A. Past Performance information and the price proposal shall be submitted in separate volumes.

B. The offeror shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.
2. Three (3) copies of the past performance information, Volume I.
3. Three (3) copies of the price proposal, Volume II.

Volume I - Shall address Past Performance, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

Past Performance

Offeror shall provide a minimum of three references. Data reference sheets shall contain the following information: (Offerors must provide the part performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined Neutral.)

- (a) Contract Number
- (b) Who was the contract with (name of agency/company)
- (c) Point of contract and telephone number of the contracting officer of contracting officer's representative
- (d) Dollar value of the contract
- (e) Detailed description of the work performed
- (f) Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- (g) Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

\*\*\*\*\*

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and the quality of products.

The offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. THE OFFEROR SHALL INSTRUCT THE REFERENCES TO COMPLETE THE PAST PERFORMANCE QUESTIONNAIRE AND MAIL or FAX THEM DIRECTLY TO:

Naval Surface Warfare Center  
101 Strauss Avenue, Bldg 1558  
Attn: Levonson White, Code C12G  
Indian Head MD 20640-5035  
Fax: 301-744-6547

The offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist by CLOSE OF THE SOLICITATION may result in the inability of the Government to rank the offeror's past performance.

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#### Price

Price will be evaluated by the Contracts personnel to determine fairness and reasonableness through the most appropriate method available.

## Section M - Evaluation Factors for Award

## SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Past Performance  
Price

With respect to past performance, the Government is more interested in obtaining excellence past performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin past performance. In determining best overall value, the Government will first assess an offeror on the basis past performance. Then the Government will compare the tradeoffs between relative margins price. The offer who represents the best value will be the offeror who represents the best tradeoff between superior past performance and price.

### A. PROPOSALS (In descending Order of Importance)

1. The following factors shall apply:

1. Past Performance
2. Price

### B. PAST PERFORMANCE

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

I. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.

II. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.

III. Technical Success: The offeror's demonstrated ability to conform to contract requirements.

IV. Program Management: The offeror's ability to meet or exceed its subcontracting plans.

V. Quality of Service: The offeror's demonstrated ability to conform to contract specifications requirements.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Excellent: The offeror's performance was consistently superior. The contractual performance was accomplished with some minor problems, to which corrective action taken by the contractor was highly effective.

Good: The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Average: The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor: The offeror performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

N/A: The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

#### C. PRICE

Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

#### METHODOLOGY

Once all evaluations are complete, the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Offerors	Factor I Past Performance Rating	Factor II Price
A	Excellent	\$220,000
B	Excellent	\$226,000

C	Good	\$200,000
D	Excellent	\$202,000
E	Poor	\$195,000

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award(s) will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest rating also represents the lowest price, then that offeror is clearly the Best Value. If an offeror with higher rating has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example, the Government may award to Offeror A, Offeror B(if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a low price would be eliminated based on the POOR Past Performance rating.

**PAST PERFORMANCE MATRIX**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Proposed Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

**PAST PERFORMANCE QUESTIONNAIRE COVERSHEET****FOR SOLICITATION NUMBER**   N00174-06-R-0010  

Offeror's Name: \_\_\_\_\_

\*\*\*\*\*

Name of agency/activity completing questionnaire: \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_

Length of time your agency/activity has been involved with the offeror: \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY**   CLOSE OF SOLICITATION  

TO:               NAVSEA Indian Head, Surface Warfare Center Division  
                   **101 Strauss Avenue, Bldg. 1558**  
                   **Indian Head, MD 20640-5035**  
                   **Attn: Levonson White, Contract Specialist, Code C12G**  
                   **e-mail address: LEVONSON.WHITE@NAVY.MIL   Fax: 301-744-6547**

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**RATING SCALE**

Please use the following ratings to answer the questions.

**EVALUATION CRITERIA**

**Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

**Average**- The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

**Neutral** – Offeror lacking relevant past performance history will receive a neutral rating for past performance.

N/A – The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

Source Selection Information See FAR 3.104





**Source Selection Information See FAR 3.104**

1. INTERPRET DRAWING IN ACCORDANCE WITH ASME Y14.5M-1994 AND ASME Y14.100-2000 WITH APPENDICES B, C, D, AND E.

(M115) 2. MATERIAL: STEEL, ALLOY (4130), SAE AMS-S-6758A, CONDITION OPTIONAL.  
ALTERNATIVE MATERIAL:  
STEEL, ALLOY (4140), SAE AMS 6349C OR SAE AMS 6382M, CONDITION OPTIONAL.  
STEEL, ALLOY (4340), SAE AMS 6415R OR SAE AMS 6484B, CONDITION OPTIONAL.  
STEEL, ALLOY (8740), SAE AMS 6322L, CONDITION OPTIONAL.

3. UNLESS OTHERWISE SPECIFIED, SURFACE ROUGHNESS MUST BE 125/ OR BETTER.

(MI16) 4. FINAL PROTECTIVE FINISH IN ACCORDANCE WITH SAE AMS QQ-P-416A, TYPE II, CLASS 2. ALL SURFACES SHALL HAVE A MINIMUM PLATING THICKNESS OF .0001 INCH. SURFACES THAT CAN BE TOUCHED BY A .75 INCH DIAMETER BALL SHALL MEET THE PLATING THICKNESS REQUIREMENTS OF SAE AMS QQ-P-416A, TYPE II, CLASS 2

5. METAL STAMP OR ENGRAVE PART NO. "10551413G" IN .125 HIGH GOTHIC CHARACTERS, .01 MAX DEEP ON SURFACE INDICATED. ALL FIGURES TO BE UNIFORM, CLEAR, AND LEGIBLE. PART NUMBER TO BE APPLIED PRIOR TO PROTECTIVE FINISH.

6. DIMENSIONAL LIMITS APPLY AFTER PLATING.

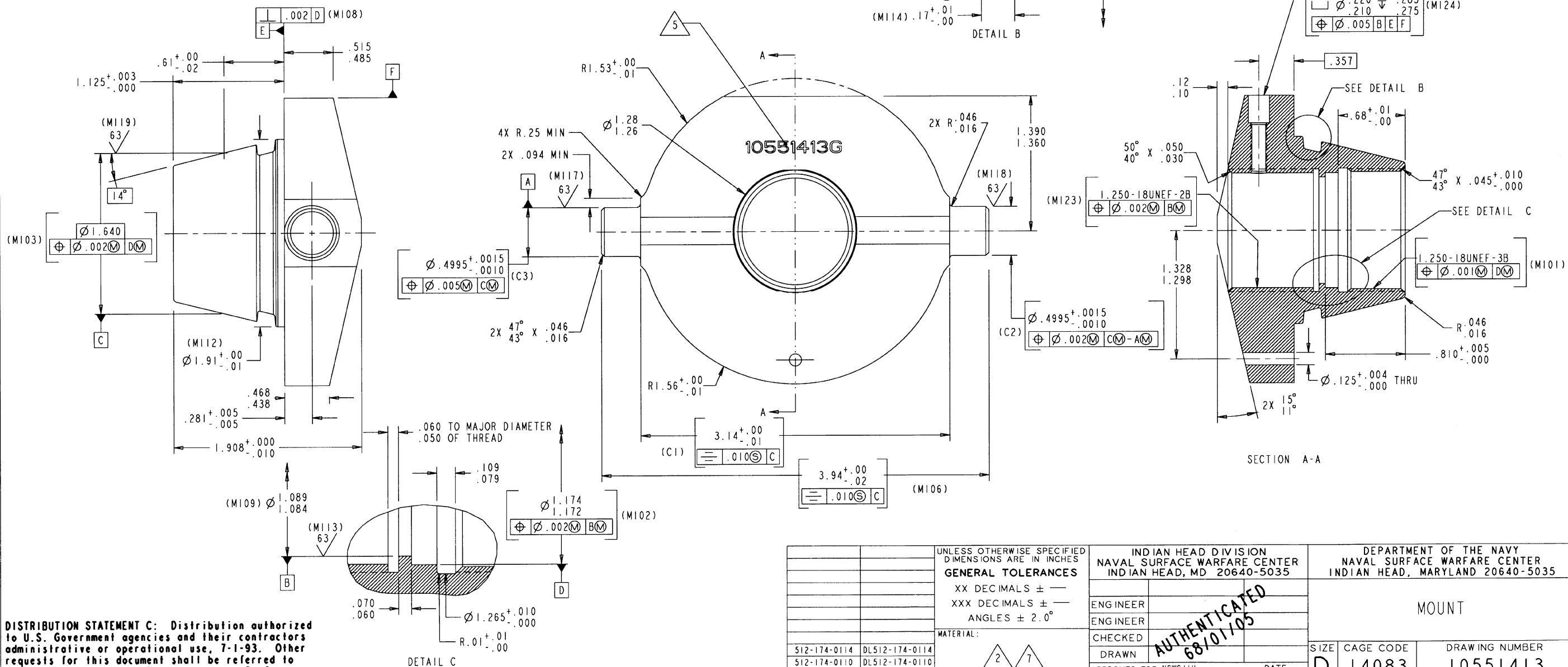
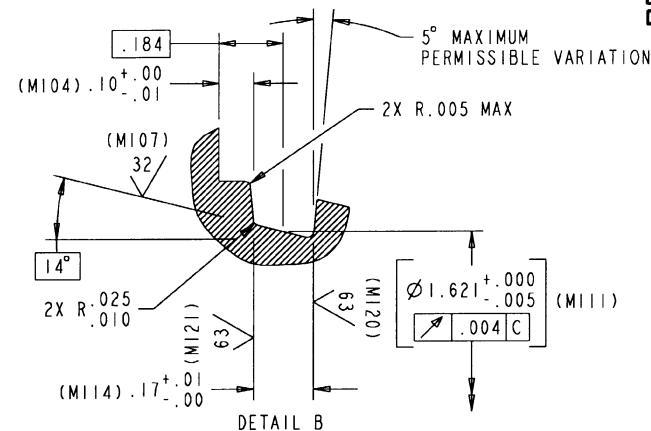
(M122) 7. HEAT TREAT TO RC 31-36 IN ACCORDANCE WITH SAE AMS-H-6875A.

8. UNLESS OTHERWISE SPECIFIED, REMOVE BURRS, BREAK SHARP EDGES .005-.020, FILLETS .020 MAX.



CLASSIFICATION OF CHARACTERISTICS (DOD-STD-2101)	
CRITICAL-	3
MAJOR-	22
MINOR-	ALL OTHER CHARACTERISTICS

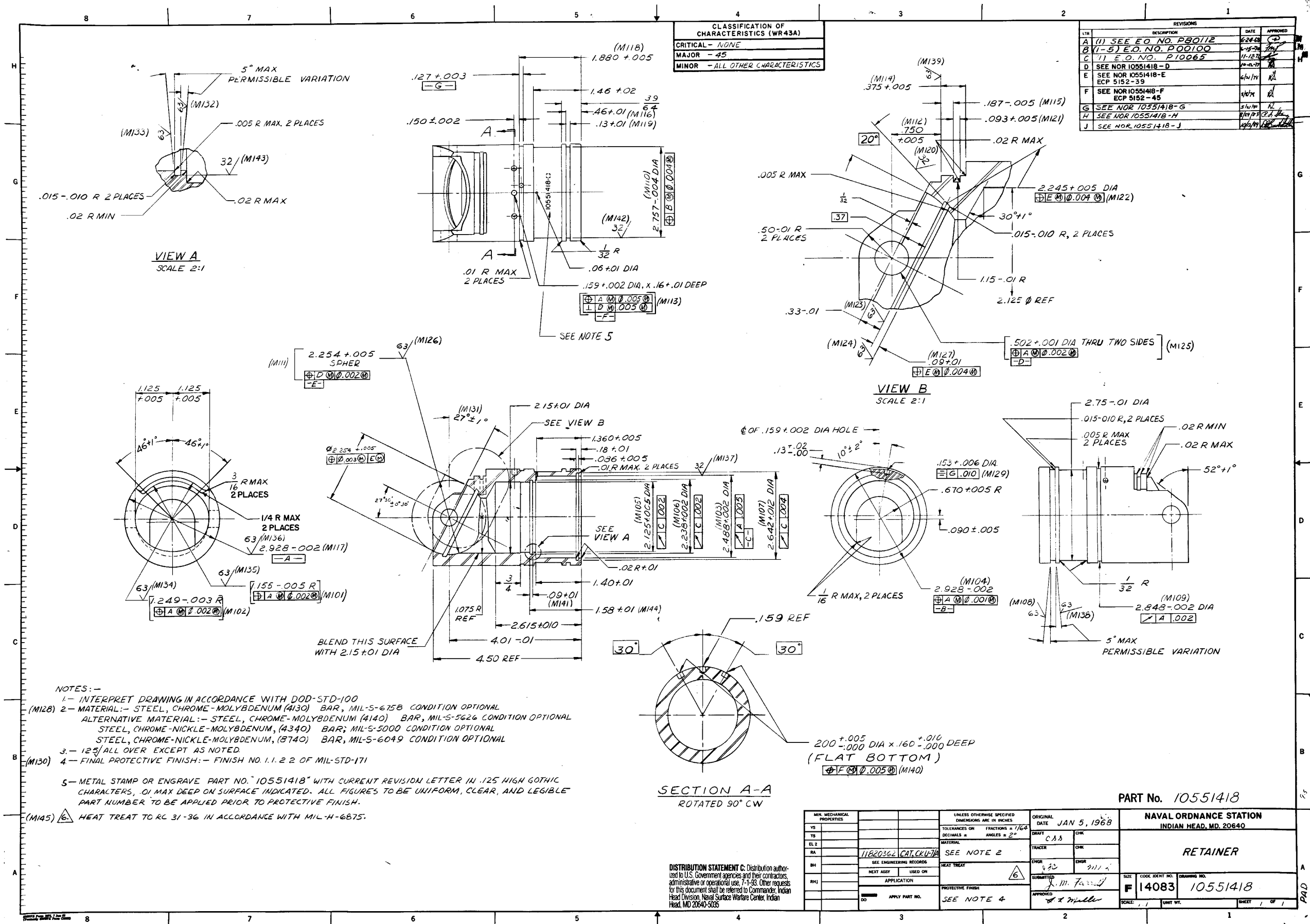
REVISIONS			
REV	DESCRIPTION	DATE	APPROVAL
A	(1-5) SEE E.O. NO P0002	70/06/15	FWP
B	SEE NOR 10551413-B	80/05/21	RS
C	SEE NOR 10551413-C	81/06/24	P.L. STANG
D	SEE NOR 10551413-D	83/08/29	P.L. STANG
E	SEE ECP 92-5120-012R1	92/10/23	D. BARTCHETTE
F	REDRAWN WITH CHANGE. SEE ECP 00022-5120A	00/12/25	G.C. CAMPBELL
G	REDRAWN WITH CHANGE. SEE ECP 03041-5120A	04/12/18	G.C. CAMPBELL

CAD MAINTAINED, CHANGES SHALL  
BE INCORPORATED BY THE  
DESIGN ACTIVITY



**DISTRIBUTION STATEMENT C:** Distribution authorized to U.S. Government agencies and their contractors administrative or operational use, 7-1-93. Other requests for this document shall be referred to Commander, Indian Head Division, Naval Surface Warfare Center, Indian Head, MD 20640-5035.

		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES	INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER INDIAN HEAD, MD 20640-5035		DEPARTMENT OF THE NAVY NAVAL SURFACE WARFARE CENTER INDIAN HEAD, MARYLAND 20640-5035		
		GENERAL TOLERANCES			MOUNT		
		XX DECIMALS ± —	ENGINEER				
		XXX DECIMALS ± —	ENGINEER				
		ANGLES ± 2.0°	CHECKED				
		MATERIAL:	DRAWN		SIZE	CAGE CODE	DRAWING NUMBER
512-174-0114	DL512-174-0114	 	APPROVED FOR NSWC/IH		D	14083	10551413
512-174-0110	DL512-174-0110		DATE		SCALE: NONE		SHEET 1 OF 1
NEXT ASSY	USED ON	DO NOT SCALE DRAWING					
APPLICATION							



CLASSIFICATION OF CHARACTERISTICS (WR43A)	
CRITICAL - NONE	
MAJOR - 45	
MINOR - ALL OTHER CHARACTERISTICS	

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
A	(1) SEE E.O. NO. P80112	6-24-68	
B	(1-5) E.O. NO. P00100	6-15-70	
C	(1) E.O. NO. P10065	11-12-72	
D	SEE NOR 10551418-D	10-24-77	
E	SEE NOR 10551418-E ECP 5152-39	4/4/79	
F	SEE NOR 10551418-F ECP 5152-45	1/4/79	
G	SEE NOR 10551418-G	5/14/79	
H	SEE NOR 10551418-H	8/21/79	
J	SEE NOR 10551418-J	10/24/79	

NOTES:-  
1- INTERPRET DRAWING IN ACCORDANCE WITH DOD-STD-100  
(M128) 2- MATERIAL:- STEEL, CHROME-MOLYBDENUM (4130) BAR, MIL-S-675B CONDITION OPTIONAL  
ALTERNATIVE MATERIAL:- STEEL, CHROME-MOLYBDENUM (4140) BAR, MIL-S-5626 CONDITION OPTIONAL  
STEEL, CHROME-NICKLE-MOLYBDENUM, (4340) BAR, MIL-S-5000 CONDITION OPTIONAL  
STEEL, CHROME-NICKLE-MOLYBDENUM, (8740) BAR, MIL-S-6049 CONDITION OPTIONAL  
3- 12/5 ALL OVER EXCEPT AS NOTED  
(M130) 4- FINAL PROTECTIVE FINISH:- FINISH NO. 1.1.2.2 OF MIL-STD-171  
5- METAL STAMP OR ENGRAVE PART NO. "10551418" WITH CURRENT REVISION LETTER IN .125 HIGH GOTHIC  
CHARACTERS, .01 MAX DEEP ON SURFACE INDICATED. ALL FIGURES TO BE UNIFORM, CLEAR, AND LEGIBLE  
PART NUMBER TO BE APPLIED PRIOR TO PROTECTIVE FINISH.  
(M145) 6- HEAT TREAT TO RC 31-36 IN ACCORDANCE WITH MIL-H-6875.

SECTION A-A  
ROTATED 90° CW

MIN. MECHANICAL PROPERTIES	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES	ORIGINAL DATE JAN 5, 1968	NAVAL ORDNANCE STATION INDIAN HEAD, MD 20640
YS	TOLERANCES ON FRACTIONS = 1/64	DRAFT	RETAINER
TS	DECIMALS = ANGLES = 2°	CHK	
EL 2	MATERIAL	TRACER	
RA	SEE NOTE 2	ENGR	
BH	SEE ENGINEERING RECORDS	ENGR	
RI	HEAT TREAT	APPROVED	
	APPLICATION		
	APPLY PART NO.		
	PROTECTIVE FINISH		
	SEE NOTE 4		

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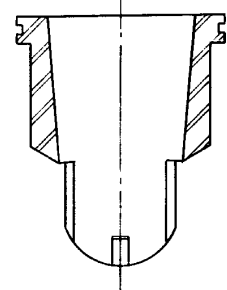
PART No. 10551418

SIZE CODE IDENT NO. DRAWING NO. F 14083 10551418

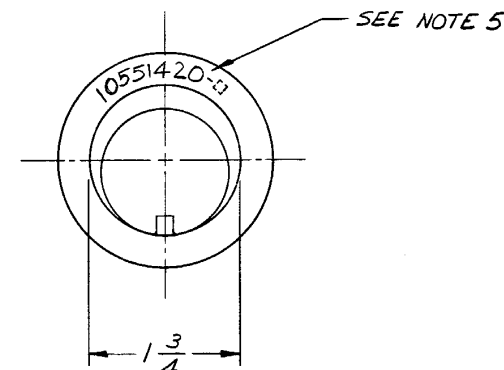
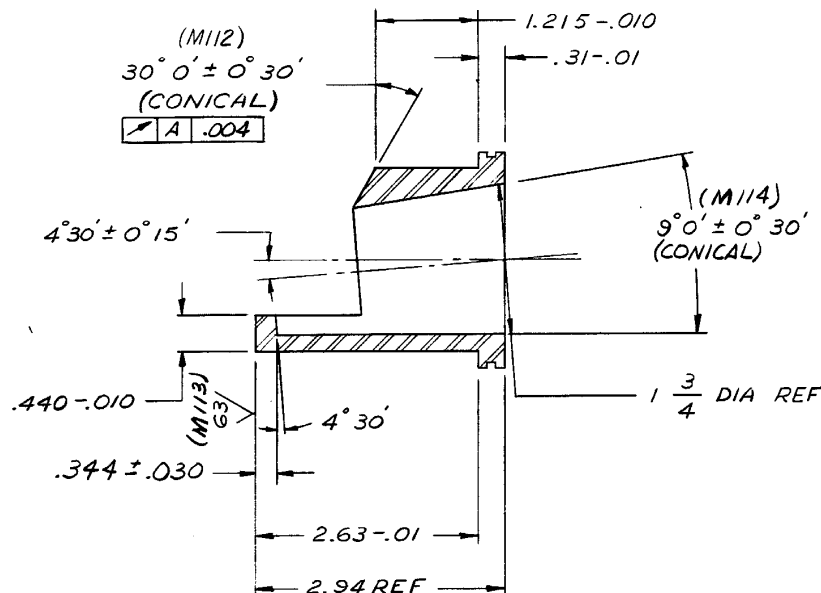
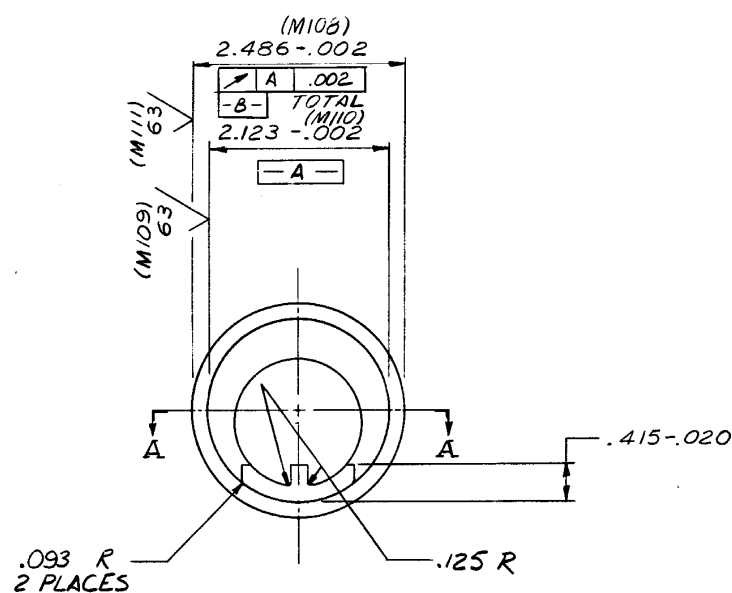
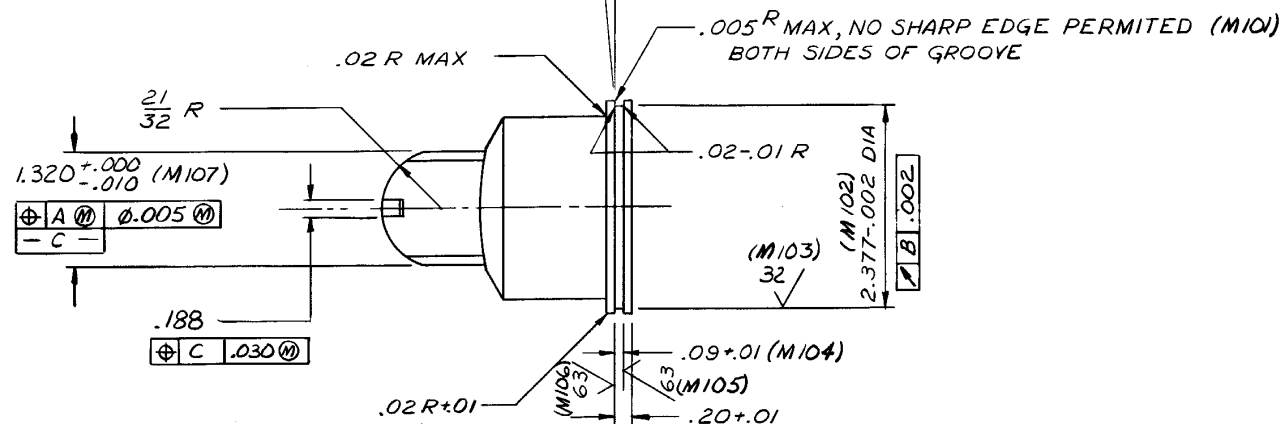
SCALE: 1:1 UNIT WT. SHEET 1 OF 1

CLASSIFICATION OF CHARACTERISTICS (WR43A)	
CRITICAL	NONE
MAJOR	-17
MINOR	-ALL OTHER CHARACTERISTICS

REVISIONS			
LTR	DESCRIPTION	DATE	APPROVED
A	(1-3) SEE E.O. NO. P80125	7/26/8	②
B	(1-3) E.O. NO. P90238	1/15/70	②
C	(1) E.O. NO. P10065	11/12/71	②
D	SEE NDR 10551420-D	5/14/80	②
E	SEE NDR 10551420-E	8/14/82	②



SECTION A-A



NOTES:-

- 1- INTERPRET DRAWING IN ACCORDANCE WITH DOD-STD-100.
- (M116) 2- MATERIAL:- STEEL, ALLOY (4130) BAR, MIL-S-6758, CONDITION OPTIONAL.  
ALTERNATIVE MATERIAL:- STEEL, ALLOY (4140) BAR, MIL-S-5626, CONDITION OPTIONAL.  
STEEL, ALLOY (4340) BAR, MIL-S-5000, CONDITION OPTIONAL.  
STEEL, ALLOY (8740) BAR, MIL-S-6049, CONDITION OPTIONAL.
- 3- 125 ALL OVER EXCEPT AS NOTED.
- (M115) 4- FINAL PROTECTIVE FINISH:- FINISH NO. 1.1.2.3 OF MIL-STD-171.
- 5- METAL STAMP OR ENGRAVE PART NO. "10551420" WITH CURRENT REVISION LETTER IN .125 HIGH GOTHIC CHARACTERS .01 MAX DEEP ON SURFACE INDICATED. ALL FIGURES SHALL BE UNIFORM, CLEAR AND LEGIBLE. PART NO. TO BE APPLIED PRIOR TO PROTECTIVE FINISH.
- (M117) 6- HEAT TREAT TO RC 31-36 IN ACCORDANCE WITH MIL-H-6875.

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PART No. 10551420

MIN. MECHANICAL PROPERTIES		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		ORIGINAL DATE JAN 5, 1968		NAVAL ORDNANCE STATION INDIAN HEAD, MD 20640	
YS		TOLERANCES ON FRACTIONS ± 1/64		DRAFT	CHK	SLEEVE	
TS		DECIMALS ± .010 ANGLES ± 1°		C 8.3			
EL 2		MATERIAL		TRACER	CHK		
RA	11820362 KAT, CKU-1/A	SEE NOTE 2		ENGR	ENGR		
BH	SEE ENGINEERING RECORDS	HEAT TREAT		SUBMITTER J. M. Farrell		SIZE CODE IDENT NO. DRAWING NO. D 14083 10551420	
RH	NEXT ASSY USED ON APPLICATION	PROTECTIVE FINISH		APPROVED J. J. Miller			
DO APPLY PART NO.		SEE NOTE 4		SCALE: 1:1 UNIT WT.		SHEET 1 OF 1	

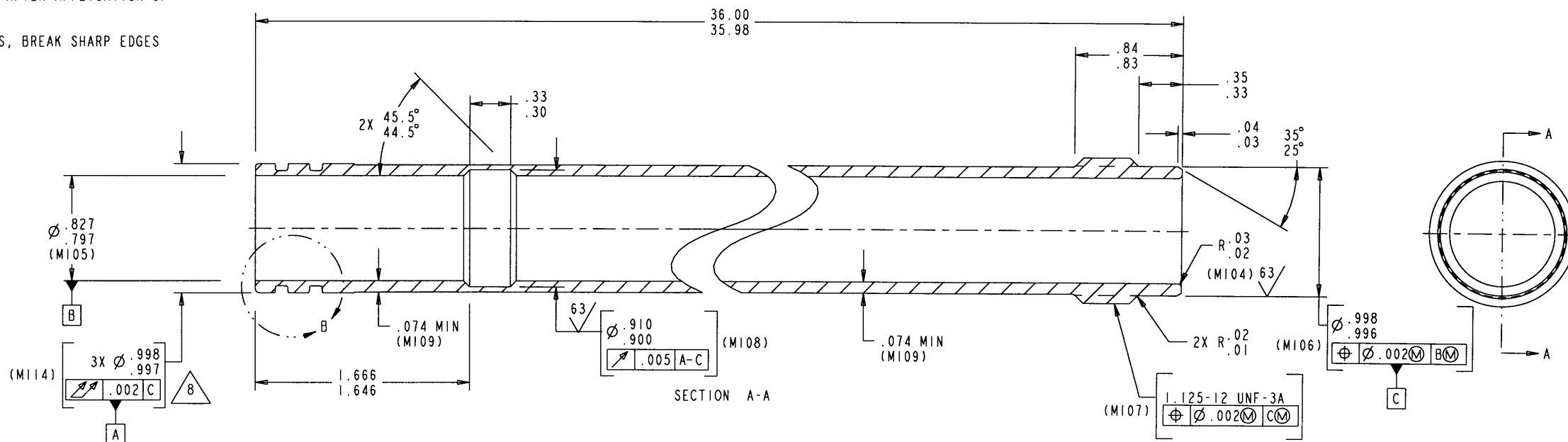
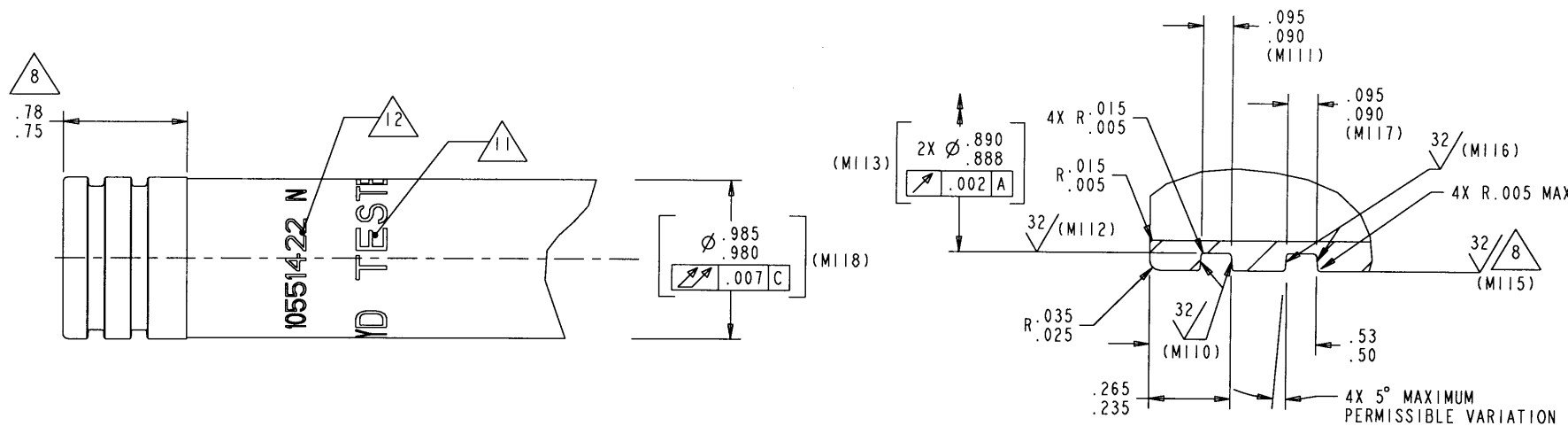
## NOTES:

1. INTERPRET DRAWING IN ACCORDANCE WITH ASME Y14.5M-1994 AND ASME Y14.100-2000 WITH APPENDICES B, C, D, AND E.
- (M101) 2. MATERIAL: TUBING, CHROME-MOLYBDENUM 4130 STEEL, SEAMLESS, TYPE 1, COND HT 150, SAE AMS-T-6736A.  
ALTERNATE MATERIAL: TUBING, CHROME-MOLYBDENUM, 4135 STEEL, SEAMLESS AIRCRAFT QUALITY, TYPE 1, COND HT 150, SAE AMS-T-6735A.
3. DELETED
4. UNLESS OTHERWISE SPECIFIED, SURFACE ROUGHNESS MUST BE  $\sqrt{125}$  OR BETTER.
- (M119) 5. FINAL PROTECTIVE FINISH IN ACCORDANCE WITH SAE AMS QQ-P-416A, TYPE II, CLASS 3. ALL SURFACES SHALL HAVE A MINIMUM PLATING THICKNESS OF .0001 INCH. SURFACES ON THE OD THAT CAN BE TOUCHED BY A .75 INCH DIAMETER BALL, AND ON THE ID FOR THE FIRST THREE INCHES FROM BOTH ENDS, SHALL MEET THE PLATING THICKNESS REQUIREMENTS OF SAE AMS QQ-P-416A, TYPE II, CLASS 3.
6. DIMENSIONAL LIMITS APPLY AFTER PLATING.
7. DELETED
- (M102) 8. .997-.998 DIAMETER AND THE  $\sqrt{32}$  FINISH APPLIES THRU THE .78-.75 DIMENSION.
- (M103) 9. ITEM SHALL WITHSTAND AN INTERNAL HYDROSTATIC PRESSURE OF 11,000 PSI MINIMUM FOR 15 SECONDS MINIMUM WITHOUT LEAKAGE, PERMANENT DEFORMATION OR FRACTURE. TEST SHALL APPLY TO EACH COMPONENT IN LOT.
- (M120) 10. AFTER HYDROSTATIC TESTING, MAGNETIC PARTICLE INSPECT IN ACCORDANCE WITH ASTM E 1444-01 USING WET FLUORESCENT PARTICLES IN A CONTINUOUS METHOD WITH DC CURRENT. ACCEPTABLE PARTS SHALL PASS THE REQUIREMENTS OF MIL-STD-1907, WITH NO DEFECTS EXCEEDING ONE-HALF THE MAXIMUM SIZE SPECIFIED IN TABLE 1, GRADE A.
11. FOLLOWING COMPLETION OF HYDROSTATIC TEST AND PRIOR TO APPLICATION OF THE PROTECTIVE FINISH, (CAD PLATE) ITEM SHALL BE ETCHED WITH THE FOLLOWING: "HYD TESTED" IN .19 HIGH CHARACTERS AND A MINIMUM DEPTH TO PROVIDE LEGIBILITY AFTER PLATING. ETCHING SHALL NOT BE INJURIOUS TO THE END ITEM. LOCATE APPROXIMATELY AS SHOWN.
12. APPLY PART NO. "10551422 N," IN .125 HIGH GOTHIC CHARACTERS BY NON-DEFORMING COMMERCIAL MARKING MEANS, AFTER APPLICATION OF PROTECTIVE FINISH.
13. UNLESS OTHERWISE SPECIFIED, REMOVE BURRS, BREAK SHARP EDGES .005-.020, FILLETS .020 MAX.

CLASSIFICATION OF CHARACTERISTICS (DOD-STD-2101)	
CRITICAL-	NONE
MAJOR-	20
MINOR-	ALL OTHER CHARACTERISTICS

SHT	REVISIONS		
2	REV	DESCRIPTION	DATE
H	H	REDRAWN WITH CHANGE. SEE NOR 10551422-H	83/05/23
H	J	SEE NOR 10551422-J	84/02/28
K	K	SEE NOR 10551422-K	88/04/12
L	L	SEE ECP 93-5120-020	93/01/06
M	M	SEE ECP 95-5120-105	95/09/05
N	N	(SHEET 2 REMOVED) REDRAWN WITH CHANGE. SEE ECP 04009-5120A	04/03/14

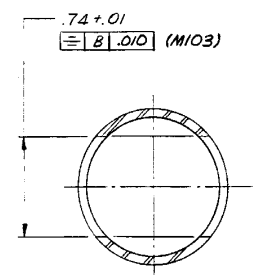
CAD MAINTAINED, CHANGES SHALL BE INCORPORATED BY THE DESIGN ACTIVITY



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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER INDIAN HEAD, MD 20640-5035		DEPARTMENT OF THE NAVY NAVAL SURFACE WARFARE CENTER INDIAN HEAD, MARYLAND 20640-5035	
GENERAL TOLERANCES		ENGINEER		TUBE, BOOSTER	
XX DECIMALS ± —		ENGINEER		SIZE	
XXX DECIMALS ± —		CHECKED		CAGE CODE	
ANGLES ± —		DRAWN		DRAWING NUMBER	
MATERIAL:		APPROVED FOR		DATE	
512-174-0114 DL512-174-0114		83/08/29		D 14083	
NEXT ASSY USED ON		DO NOT SCALE DRAWING		10551422	
APPLICATION		SCALE: NONE		SHEET 1 OF 1	

REVIEWS			
17A	DESCRIPTION	DATE	APPROVED
A	(1-3) E.O. NO. P90239	1-15-72	@
B	(1-2) E.O. NO. P00100	6-15-72	find
C	SEE NOR 10551423-C ECP1515211	3-24-71	R. H. H.
D	SEE NOR 10551423-D ECP15152-13	1/25/71	R. H. H.
E	SEE NOR 10551423-E	1/23/71	R. H. H.
F	SEE NOR 10551423-F ECP- 5152-28	1/23/71	R. H. H.
G	SEE NOR 10551423-G	5/13/70	R. H. H.
H	SEE NOR 10551423-H	7/14/70	R. H. H.
J	SEE NOR 10551423-J	8/19/70	R. H. H.
K	SEE NOR 10551423-K	11/18/71	R. H. H.
L	SEE ECP 25-5120-106	7/9/75	R. H. H.



.01 r.01 R OR  
.01 r.01 x 45  
BOTH SLOTS  
SEE NOTE 5

SECTION B-B  
SCALE 4:1

- 10551423-L

- SEE NOTE 7

PART No. 10551423

MIN. MECHANICAL PROPERTIES		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		ORIGINAL DATE JAN 5, 1968		NAVAL ORDNANCE STATION INDIAN HEAD, MD 20640	
YS		TOLERANCES ON FRACTIONS = 1/64 DECIMALS = .05 ANGLES = 30'		DRAFT	CHK	TUBE, LAUNCHER	
TS		MATERIAL		CX3			
EL2		SEE NOTE 2		TRACK	CHK		
RA	11820362 DL11820361			ENGR	CHK		
SH	SEE ENGINEERING RECORDS	HEAT TREAT		118C	118C		
RI1	NEXT ASSY USED ON	APPLICATION		SUBMITTED	DATE	SIZE	CODE IDENT NO.
				118C	118C		DRAWING NO.

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